

07. 390.20.2/E

**Assignment Agreement
Title V of the
Intergovernmental Personnel Act of 1970**

INSTRUCTIONS

This agreement constitutes the written record of the obligations arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, D.C. 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's Regional office.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. ☐ New Agreement ☐ Modification ☒ Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)
HASHIMOTO, Janet Y.

3. Employee ID:

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5. A. Have you ever been on a mobility assignment?

☒ YES ☐ NO

5. B. If "YES", date of each assignment (Month and Year)

Current IPA started on February 17, 2019

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau, or organizational unit which is party to the agreement)
US Environmental Protection Agency

7. State or Local Government (Identify the governmental agency)

Hawaii Department of Health

8. Is assignment being made through a faculty fellows program?
If yes, give name of program.

☐ YES

☒ NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State, and Zip Code)

US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

10. Employee's Position title
Program Analysis Officer

11. Office Phone Number
(415) 972-3452

12. Immediate Supervisor (Name and Title)
Kristin Gullatt, Deputy Director, Water Division

B - Type of Current Appointment

13. Federal Employees (Check appropriate box)

☒ Career Competitive
☐ Other (Specify)

Indicate GS Level
GS-14

14. State and Local Employees

State or Local Annual Salary:

Original Date Employed by the State or Local Government

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Building, Street, City, State, and Zip Code)

Hawaii Department of Health
2827 Waimano Home Road; Pearl City, HI 96782

16. Assignee's Position title

17. Office Phone No.:
(808) 586-4309

18. Immediate Supervisor (Name and Title)
Alec Wong, Chief, Clean Water Branch

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Box

- ☒ On detail from a Federal Agency
- ☐ On leave without pay from a Federal Agency
- ☐ On detail to a Federal Agency
- ☐ On appointment in a Federal Agency

20. Period of Assignment (Month, Day, Year)

February 17, 2019 – February 16, 2020 (original IPA)
February 17, 2020 – February 16, 2021 (extension)

24

36

92

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating government. In addition, indicate how the employee will be utilized at the completion of this assignment.

Hawaii Department of Health (HDOH), Clean Water Branch, requested EPA assistance for facilitating and developing a water quality management process for the branch that complies with 40 CFR 130 and Hawaii Administrative Rules, Chapter 11-54 (water quality standards) implementation for both point and non-point sources. Janet Hashimoto has extensive experience in managing and overseeing the Clean Water Act Section 303© water quality standards program and will be able to provide immediate assistance to HDOH in administering its standards program.

Employee will be returned to previous or similar position at the end of the IPA assignment.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

1. Complete revised Hawaii Comprehensive Monitoring Strategy.
2. Assist in water quality standards revisions to regulations, interpretation of standards in NPDES and other programs, etc.
3. Assist in interpretation of water quality standards and compliance determination.
4. Assist in reviewing requests for TMDL revisions or TMDL implementation actions (e.g., permit requirements, BMP implementation, etc.).
5. Assist DOH managers in EPA grants management and work planning, preparation for meetings with EPA, preparing status reports, tracking of work plan activities, etc.
6. Assist in various special projects and new work:
 - a. Kaelepulu TMDL or TMDL alternative development;
 - b. QMRA studies and alternative bacterial indicator projects, as follow up to Mahaulepu studies;
 - c. Maunalua Bay probabilistic monitoring;
 - d. Design and plan for additional probabilistic monitoring for specific water bodies, based on priorities; and
 - e. 2020 Integrated Report preparation.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay

Current SF Bay pay rate = \$81.84

*170,800

24. Special Pay Conditions (Indicate any conditions that increase the assigned employee's compensation during the assignment period)

Within grade increases, salary increases provided by executive order or by legislation.

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave).

Employee will retain accrued annual and sick leave and will continue to earn annual and sick leave granted under the Federal system. Annual and sick leave balances are transferable to and from assignments. The employee is subject to forfeiture of the part of annual leave balance which exceeds 240 hours at the end of each leave year. Time and Attendance (T&A) sheets, supplied by EPA through the PeoplePlus system, will be used by host organization to record hours worked and report any annual leave or sick leave used by the employee. Any leave taken will be approved by email by the assignee's host supervisor. On the last Wednesday of each EPA pay period, the employee will submit the employee's T&A sheets to the assignee's EPA supervisor in the PeoplePlus system.

The employee will be authorized State holiday observances.

PART 9 - FISCAL OBLIGATIONS

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision).

EPA will continue to pay employee's salary and employer's share of the contributions and allowable benefits and any relocation and/or travel to and from the assignment and COLA/supplemental pay (if applicable). Costs for this agreement will be deducted from the "In Kind Service" funding provided in EPA Grants # C6-99939218-0 and C6-99939219-0. The amount deducted will be the lesser of costs per fiscal year or grant period. The funds must be deposited in a reimbursable account prior to the start of the IPA. Reimbursable account # 1920-BR3-09S0X84-000BD4.

Where employees work on multiple activities or cost objectives, a distribution of salaries will be supported by a timesheet. For LUST cooperative agreements, each of the three LUST activities is a separate activity and the employee's time will be charged based on an after-the-fact distribution of actual activity.

EPA will provide on a quarterly basis an informational statement of actual costs to Hawaii DOH.

27. State or Local Government Agency's Obligations.

The Hawaii Department of Health will reimburse EPA for 100% of salary (including overtime) and benefits and relocation and/or travel to and from the assignment and COLA/supplemental pay expenses (if applicable) through EPA Grants #C6-99939218-0 and C6-99939219-0 as "In Kind Services." Hawaii Department of Health will reimburse EPA for relocation and/or travel costs to Honolulu and from San Francisco. When recipient receives quarterly informational statement with multiple funding sources, the recipient will send back an allocation of time spent on each cost objective within 30 days. Estimated costs:

Salary: \$170,800 (for 12 months)
COLA/supplemental (if applicable): NA
Benefits (use 30% for CSRS or 35% for FERS or Offset): \$59,780 (for 12 months)
Subtotal of salary and benefits: \$230,580 (for 12 months)

Extended TDY: \$16,296

Total: \$246,876

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

[X] 28. Applicable Federal, State or Local conflict of interest laws have been reviewed with the employee to ensure that conflict of interest situations do not inadvertently arise during this agreement.

[X] 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

employee must take IPA course

*-McC
2/27/20*

PART 11 - OPTIONS

30. Indicate coverage or "N/A" if not applicable
A. Federal Employee Group Life Insurance
[] Covered [X] N/A

B. Federal Civil Service Retirement
[X] Covered [] N/A

C. Federal Employee Health Benefits
[X] Covered [] N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or Local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all state and local employee benefit programs that are elected by a Federal employee on leave without pay from the Federal agency to a State or Local agency).

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement).

Employee is entitled to compensation for injury or death and consideration for within-grade increases (if applicable). Federal pay increases, awards, and other benefits that normally accrue to the employees of the Environmental Protection Agency. An EPA approval performance agreement will be developed so both the Hawaii Department of Health and performance criteria are satisfied.

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate (1) whether the Federal agency or State or Local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Employee will be reimbursed for travel and transportation expenses to and from the IPA assignment in accordance with applicable current Federal regulations. The Hawaii Department of Health will reimburse EPA Region 9 for those expenses.

All travel and training directed by Hawaii Department of Health will be paid for by Hawaii Department of Health in accordance with State of Hawaii regulations.

All travel and training directed by EPA will be paid for by EPA in accordance with Federal Travel regulations.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check the corresponding box after reading each statement. (For Federal employees only)

In order to ensure that the detail of this employee does not raise any ethics concerns under 18 U.S.C. §§ 203 and 205, EPA authorizes this employee, as part of the proper discharge of his/her official duties under this Agreement, to act as the host organization's agent and to represent the host organization before any federal department, agency, court, officer, or commission with one exception: when the host organization and the federal government are involved as adversaries in any litigation, including any administrative or judicial enforcement actions, EPA does not authorize this employee to act as the host organization's agent or attorney and does not authorize this employee to represent the host organization before any of the federal entities listed above. Unauthorized representation includes the filing of declarations in court proceedings and participating in status conferences with a court, engaging in negotiations with the federal government in litigation, and participating on conference calls between the parties.

☒ I have read the preceding paragraph and understand the implications.

ADDITIONAL ACKNOWLEDGMENTS BY THE EPA EMPLOYEE:

- ☒ All rules and policies governing the internal operation and management of the agency to which assignment is made under this agreement will be observed by me.
- ☒ I have been informed that my assignment may be terminated at any time at the option of the Federal Government or the State or local government.
- ☒ I understand that I remain a federal employee subject to the federal ethics laws and regulations. I further understand that I cannot seek employment with the gaining organization because doing so will be a financial conflict of interest.
- ☒ I have been informed that any travel and transportation expenses covered by my Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ Before accepting any travel-related expenses from the IPA host organization, including but not limited to airfare, hotel expenses, and per diem, I understand I must obtain EPA approval pursuant to 31 U.S.C. 1353 by submitting an EPA Form 2610-3 to my appropriate ethics official, unless otherwise directed in writing in advance by my ethics official.
- ☒ I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.
- ☒ I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment.
- ☒ Any research or writing that I do under this IPA is done in my official EPA capacity. I will consult with EPA's Office of General Counsel in advance of any publication of work associated with this IPA to ensure that I comply with intellectual property and ethics guidelines, including use of any necessary disclaimers.
- ☒ Because my salary and benefits will be paid in part or in full with federal funds, I agree not to engage in any indirect lobbying of a member of Congress, a jurisdiction, or an official of any government in support of, or in opposition to any legislation, law, ratification, policy, or appropriation. I understand that, under certain circumstances, assisting a non-federal entity or a member of the public in their lobbying efforts (including but not limited to preparing communication materials, analyzing or drafting proposed legislation) may constitute indirect lobbying and to consult with EPA's Office of General Counsel if I have questions. I understand that if I engage in indirect lobbying that violates the Anti-Lobbying Act or appropriation act restrictions on indirect lobbying, I may be subject to civil and/or criminal penalties under the Anti-Lobbying Act and the Anti-Deficiency Act.

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)
Hawaii Department of Health

36. Date (Month, Day, Year)

37. Signature of Assigned Employee

Janet Hashimoto

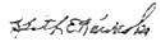
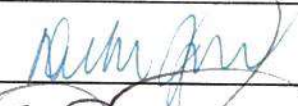

38. Date of Signature (Month, Day, Year)

January 10, 2020

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of this assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Agency	Signature of Authorizing Officer	Typed Name and Title	Date of Signature
State or Local Govt. Agency		Keith Kawaoka, Deputy Director, Hawaii Department of Health	Jan 10, 2020
Federal Agency		Deborah Jordan, Acting Regional Administrator, US EPA Region 9	2/14/20
Headquarters Concurring Official		Janette Stewart, IPA Coordinator US EPA	2.27.20

Privacy Act Statement

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, eg. From prior employers, educational institutions, or law enforcement agencies, or by State, Local, or Federal income tax agencies.

Solicitation of your Social Security Number (SSN) is authorized under Executive Order 9397, which permitted the use of the SSN as an identifier of individual records maintained by Federal Agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.